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Verdemont Concrete Removal Prospect Failed As Mayor's Donor Tarried & Intrigued

With Mayor John Valdivia's final days in office moving toward a countdown, the prospect of property in Verdemont that was burdened with several thousand tons of shattered concrete more than two years ago being reclaimed for development any time soon is fading.



Hossam Awadallah

Earlier this year, a New York-based development company had swooped in with a plan to obtain the Verdemont

property, located in what is the northernmost district within the San Bernardino City Limits along the 215 Freeway

south of Devore, at a low enough price to allow it to remove the concrete to a nearby location to crush it and then return it to the site where it would be used as fill to even out the sloping of the property to render it developable.

According to the principal in the company that had those hopes, however, the same entities who had been involved in locating the concrete onto the property in the first

place violated an agreement that would have allowed the prospective developer to make a reasonable profit on the venture by alerting other investors who then interloped, making the combined task of securing the property and dealing with the concrete prohibitively expensive.

A chain of events created the current circumstance.

On June 5, 2020, a fire broke out in the

600,000-square foot Kuehne & Nagel warehouse, located in the 2200 block of West Lugonia Avenue in Redlands. The structure had served as a holding/distribution/dispatch facility for large items sold by on-line retail behemoth Amazon. The fire gutted the building, which was a total loss. The concrete walls were torn down. Initial plans were to haul them off to whatever land-

Supervisors Have Raised \$829,000 To Fund The Campaign To Preserve Their \$260,000 Per Year Total Compensation

Two years after San Bernardino County's voters by a two thirds margin passed Measure K, a political reform initiative that reduced the pay of the total annual compensation of the individual members of the county board of supervisors from \$260,000 per year to \$60,000 per year and limited holders of that position to a single term in office, the supervisors this year are seeking to displace that refinement with a measure to restore their pay level and allow them to remain in office for at least three terms.

Turning out to support the supervisors in that effort have been a collection of developers, business interests and public employee unions, which are sponsoring the alternative initiative on this year's ballot, Measure D, who have so far put up more than \$829,000.

The use of Measure D by San Bernardino County's political establishment to block the reforms layered into Measure K is the latest effort by the supervisors to prevent the Red Brennan Group from proceeding with structural changes to county government its members believe will safeguard taxpayer funds and reduce what its members consider to be the pernicious influence of special interests on county policy.

Kieran "Red" Brennan was a U.S. Navy submariner during World War II. See P 3

Chino Hills District 1 Council Race Circumscribes Moral Quandary Inherent In The CVRA

This year's Chino Hills City Council District 1 race points up the moral quandary and practical conflict inherent in the California Voter Rights Act, as it is pitting the community's longtime leading Hispanic politician against a man touted as Chino Hills' great Asian political hope.

Under the California Voter Rights Act of

2001, both the California Voting Rights Act of 2001, which was framed with the intent of preventing the political disenfranchisement of minorities in the Golden State, encourages the use of by-district rather than at-large voting in local races for elected office.

The California Legislature in passing the act worked from the as-

sumption that historically the state's minority population had been underrepresented in elected offices at virtually all levels within California and that minority votes were being diluted in "at-large elections," that is, in elections for representative members of a body who are elected or appointed to represent the whole membership of the body such that

candidates for office can live anywhere within the jurisdiction. The theory was that by creating voting wards within these jurisdictions – cities, incorporated towns, school districts, water districts, fire districts, community services districts, etc – that the minority vote would not be diluted in those areas or districts or wards where the minority voters were concen-

trated, and this would lead to the election of minority candidates to office.

As part of the strategy to overcome this "at-large election minority voter dilution," the California Voting Rights Act made it easy to force local governments to dispense with at-large elections in favor of by-district voting.

The Califor- See P 5

Tafoya, Tied To Pacheco & Taylor In Graffest Spread From Baldwin Park To Rialto, To Leave WWWD

With the fuller implication of the political corruption scandal that consumed Ricardo Pacheco registering across Southern California, Robert Tafoya, who was a key player in the depredations engaged in by the former Baldwin Park Councilman, is now being drummed out of one his last remaining public agency positions, that of

general counsel to the West Valley Water District.

As the details of what was going on both behind the scenes and in the full light of day over the last five-and-a-half years is being revealed, questions are being raised about the integrity of governmental processes and some are clamoring for stricter oversight of

public processes. Meanwhile, political operatives who had provided key support to the corrupt political regime in which Pacheco and Tafoya flourished are seeking to use the specter of the scandal to attack two of the newly sprouted public officials who are the ones sweeping the last vestiges of the elements of what See P 7

Mike Davis, 76, Who Knew The Greed & Corruption Of Fontana

Mike Davis, the kid from Fontana who seemed fated to a blue-collar existence until the vicissitudes of that way of life pushed him into becoming a man of letters and a social critic par excellence, died in San Diego on October 25. He was 76.

When his father was injured and could no longer work, Davis dropped out of high school and

took his place driving a truck for Davis's uncle's meatpacking company.

For the next dozen years, he was trucker, driving all order of lorries and commercial vehicles, from panel delivery vans, stakebeds, 27-foot trucks, cement mixers, 40-foot trailers and 52-foot 18-wheelers.

Fate intervened, and he was laid off, only temporarily, he See P 3

San Bernardino City Unified School District Lunches Nationwide Superintendent Search

The San Bernardino City Unified School District governing Board is seeking applicants for superintendent. Applications can be accessed via the application link, and will be accepted through November 30, 2022.

The new educational leader for California's seventh-largest school district is slated to be named by February 2023. Candidates must

have the background, skills, and abilities essential for excellence in educational leadership.

In October, the Board hired McPherson & Jacobson, LLC, an executive search firm that specializes in education, to lead a nationwide search for SBCUSD's next leader. As part of the new search, the board is seeking input from parents, employees, and the

community on desired characteristics through a survey that will help shape the search process.

The educational partner input survey is available now and closes Friday, November 18. The board of education will also hold several meetings to give various educational partners an opportunity to give input.

An educational partner input meeting for

select participants will be held on Tuesday, November 8. A superintendent criteria board of education workshop will be held Tuesday, November 15 at 4 p.m. in the Dr. Margaret Hill Community Room at the Board of Education building, 777 North F in San Bernardino and the public can attend. A community forum for input is on Monday, November

14 from 6 to 7 p.m., also in the Dr. Margaret Hill Community Room. This forum will be in person and virtual and is open to the public. The virtual participation is limited to the first 500 people who register.

The plan is to interview semifinalists for the post at the end of January. It is anticipated that the process will be completed in January 2023.

In Exchange For Campaign Money, Mayor Valdivia Told Cernich He Could Transport Concrete From A Burned Out Redlands Building To Verdemon, Crush It There & Compact It To Even Out The Ground For His Residential Subdivision *from front page*

fill would take them changed when Eric Cernich, the principal officer with Newport Beach-based Oxbow Communities, Inc. indicated he had a use for the over one thousand tons of fragmented concrete.

Some but not all of what occurred next is known, with some events opaque. Cernich ingratiated himself with Mayor Valdivia, first with a \$750 donation to Valdivia's campaign fund on July 14, 2020, which he followed up with another \$750 installment on September 8, 2020. Greenleaf Engineering of Huntington Beach, owned by Tim Greenleaf, who had the contract for the demolition of the Kuehne & Nagel warehouse and relocating its concrete walls to San Bernardino, made an effort to get on Valdivia's good side, providing his election fund with \$2,000, likewise provided in two increments, in Greenleaf's case, \$1,000 each, one on October 2, 2020 and the other on October 7, 2020.

In August 2020, Verdemon District residents noted that dump trucks were transiting up Palm Avenue and depositing massive loads of the large shards and chunks of shattered concrete onto vacant land near the Oxbow project site. When they queried of San Bernardino city officials what was happening, they were told that Oxbow Communities had clearance from the city to utilize the concrete as fill. If they would just be patient, those residents were told, the eyesore would disappear as the concrete was pulverized and ground into manageable-sized pieces and mixed with dirt to be thereafter compacted so it might disappear under the foundations of the homes that were to be built and the yards and lawns that would eventually surround those homes.

It has not been spelled out, exactly, who gave Cernich and Greenleaf

the permission to import the shattered concrete to the Verdemon location, some 12.5 miles away from the burned-out Kuehne & Nagel warehouse as the crow flies or variously 15.6 miles or 18.3 miles distant via differing routes using the local freeway system. They may have been acting merely on an unwritten understanding with Valdivia that moving the concrete would be okay. There is no indication that anyone at City Hall, at the time, registered an objection. There was no permit issued for the relocation of the concrete from Redlands to San Bernardino.

The concrete was deposited at the far extension of Palm Avenue in North San Bernardino's Verdemon District, the intended site for the so-called Oxbow project, a planned development of 40 single-family residential units by Newport Beach-based Oxbow Communities, Inc., which had been on the drawing board for nearly a decade-and-a-half. Throughout that entire time, the project was on hold. There had been a number of financial, practical and administrative considerations that were preventing the project from moving forward. A key obstruction was that the land upon which the project was to be built was uneven and would require either intensive grading and then hillside reinforcement or the introduction of fill into the low-lying side of the property or its crevices to render it level.

The emerging availability of the concrete from the Kuehne & Nagel warehouse represented what appeared to be an ideal solution to Eric Cernich, Oxbow Communities' principal. With the approval of Redlands city officials, Cernich arranged to have the concrete walls partially broken up at the Lugonia Avenue property. He then had the concrete trucked

over to the Oxbow project site.

When the wind kicked up in the funnel below Devore stretching south to San Bernardino, between, on the east, the Shandin Hills and, on the west, the badlands that stretch westward toward Lytle Creek, the people in the neighborhood found themselves, their houses, cars and pets peppered and pelted with dust and concrete fragments anywhere from the size of sand to pebbles. There was concern that the concrete itself was not stable physically or chemically and that it represented a safety and health hazard. When City Hall was met with complaints, then-City Manager Teri Ledoux at first sought to downplay the problem, offering an assurance that the Environmental Protection Agency's standards contained in its Land Development and National Pollutant Discharge Elimination System guidelines rated the concrete as a low-level or nonexistent health threat. Residents countered that the dozens of heavily-laden diesel trucks carrying the concrete to its destination were spewing exhaust into the air and tearing up the surface of Palm Avenue.

At that point, in late September and early October 2020, then-Fifth Ward Councilman Henry Nickel, in whose ward the Verdemon District lies, was locked in a reelection effort. For him, the matter represented both a challenge and an opportunity. The challenge consisted of the perception that City Hall was insensitive to the problem, the visual blight and the inconvenience the presence of the concrete represented to the community, and that Nickel was likewise insensitive to the problem or, if he was indeed empathetic to the plight of his constituents, that he was ineffective in bringing about a resolution to the dilemma. The opportunity the situation presented to Nickel was that if he acted effectively in redressing the issue, he would gain, or retain, a reputation as an effective representative of the Fifth Ward, and that would

redound to his benefit in his reelection effort. Accordingly Nickel was the city council's most vocal critic of what Oxbow Communities was doing, and he demanded that the city ensure that the processing of the concrete – further crushing or grinding to reduce it into composite for fill – take place offsite so as to obviate the generation of dust and particulates that would represent a health threat to those in the area who were breathing it. City staff took samples of the concrete, intending to subject them to tests to ascertain if the material represented a toxic threat to nearby residents.

In October, Nickel in conjunction with then-Seventh Ward Councilman Jim Mulvihill, who was also up for reelection in November, convinced two of their colleagues – Sandra Ibarra and Juan Figueroa – to issue a demand to Oxbow Communities and Cernich that the concrete be removed, and that any processing of the concrete – crushing, grinding or pulverizing – be carried out offsite. Councilmen Theodore Sanchez and Fred Shorrett, who reasoned that allowing Oxbow to keep the concrete onsite so it could be processed to be used as fill would expedite the progression toward the ultimate completion of the Oxbow project, were opposed to giving Cernich any such ultimatum. Then-Councilwoman Bessine Richard was absent from the October 21, 2020 city council meeting, and did not vote on holding Cernich and Oxbow to account. If she had been present and had voted with Sanchez and Shorrett, that would have given Mayor John Valdivia authority to veto the vote by Nickel, Mulvihill, Ibarra and Figueroa. Under normal circumstances, Valdivia, as mayor, is not empowered to vote. He does, however, have veto authority on 4-to-3 or 3-to-2 votes. Since the vote to order the removal of the concrete had passed on a 4-to-2 vote, Valdivia did not have the reach to veto it. Valdivia was motivated to assist Cernich in keeping the concrete at the Verdemon site be-

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cause he figured the \$1,500 he had already received from him and the \$2,000 he had gotten from Greenleaf would ultimately be augmented by more money yet. In the November 2020 election, Ben Reynoso and Damon Alexander defeated, respectively, Nickel and Mulvihill in the Fifth and Seventh Ward races. On December 16, 2020, Reynoso and Alexander were sworn into office to replace Nickel and Mulvihill. The same day, Kimberly Calvin likewise took the oath of office to replace Bessine Richard as the councilwoman in the Sixth District, based upon Calvin's narrow victory over Richard in the March 2020 Primary Election.

If Cernich had hopes of convincing the council to allow the concrete to remain onsite so he could crush it there and combine it with dirt before pouring and compacting it into the crevices and ravines at the site where the subdivision is to be built, that was dashed when Reynoso proved every bit as adamant as Nickel in seeing the concrete removed and Oxbow Development prevented from crushing it on site. In December 2000 or thereabouts, Cernich handed the Oxbow project off to another entity, Carson-based Pacific Coast International Group. In turn, Pacific Coast International created a sub-entity, Palm Avenue Development, based in Irvine, to see the residential subdivision built. The council at some point in a closed session resolved to mandate that the

concrete be removed. On January 15, 2021, Oxbow Communities, Inc., along with Pacific Coast International/Palm Avenue Development and Jazzar Construction Group, parallel entities involved in the Oxbow project, were presented with a notice that the city was giving the new Oxbow project developer 30 days to remove the concrete. The city indicated that if an effort to remove the concrete was not under way by January 25, 2021 and substantial progress toward the complete removal of the concrete was not made by February 14, 2021 it would undertake to do that removal and slap a lien against the property to ultimately recover its costs in carrying out that job. February 14, 2021 came and went without any of the concrete being removed. The city then sought to make good on its threat, seeking from the San Bernardino County Superior Court authorization to go onto Pacific Coast International's property at the top of Palm Avenue and begin the removal of the concrete rubble. Superior Court Judge Charles Umeda granted the city's request for the warrant to do the abatement, contingent upon the city giving Pacific Coast International 24 hour's notice via posting at the site or 48 hours notice by U.S. Mail or email delivered to the head of Jazzar Construction Group, Ronald Aljazzar. On April 7, 2021, the city council voted to autho-

Continued on Page 4

Kieran Brennan Touched Off A Government Reform Movement That Questioned County Politicians Receiving Salaries & Benefits Approaching Five Times What Their Constituents Earn *from front page*

His brushes with death as a young man in the service of his country while seeking to export democracy around the globe impressed on him the need to refine democracy at home. He pushed efforts to ensure government transparency and accountability, ones he hoped elected officials could be convinced to impose on themselves and, if not, would ultimately be put in place through the citizen initiative process.

In his last hurrah before his 2013 death, Brennan in 2012 at the age of 87 headed an effort by a group of like-minded county residents in sponsoring an initiative, designated in that year's balloting as Measure R, which called for downscaling the five individual San Bernardino County supervisors' then-yearly \$151,971 salaries and \$67,500 in benefits to \$50,000 in salary and \$10,000 in benefits annually, a drop in total compensation from \$219,471 per year to \$60,000.

Alarmed at the prospect that they would be subject to seeing their pay reduced by more than two-thirds, the county supervisors used

their authority as public officials to place their own "reform" initiative on the ballot, designated Measure Q, to compete with Measure R. Measure Q called for leaving the supervisors yearly \$151,971 salaries in place and reducing their annual benefits then valued at \$67,500 by \$5,000 to \$62,500. The touted Measure Q as a "sensible" and "moderate" approach toward political reform.

In the November 2012 election, Measure R passed by a convincing 64.25 percent to 35.75 percent, with 326,939 voters in favor of it and 181,907 opposed. Measure Q passed as well, by a 67.28 percent to 32.72 percent margin, 344,226 votes in support to 157,369 against it. Because it had garnered more votes than Measure R, Measure Q went into effect and Measure R did not.

The political reform movement in San Bernardino County was set back by Kieran Brennan's death in 2013. Ultimately, however, many of those associated with him over the years created a nonprofit entity named in his honor. Unsatisfied with what they

considered to be the ersatz reform of Measure Q and convinced that the overall annual compensation in the supervisors' individual annual compensation at that point from \$219,471 to \$214,471 was inadequate, they initiated another voter initiative to reduce the supervisors' pay, but were forced to give up on getting it on the ballot in 2018 when the supervisors in 2017 legally challenged the contents of that proposed initiative. The Red Brennan Group mobilized in 2019 and over a period of less than six months gathered 75,132 signatures of county voters to place another measure on the ballot, which was designated by the San Bernardino County Registrar of Voters as Measure K. Measure K covered the same ground as 2012's Measure R but went a step further. In addition to calling for reducing the supervisors' individual total compensation, which by that point had risen to \$263,466.95 – consisting of \$174,884.83 in salary, \$20,461.61 in other pay and \$68,120.51 in benefits – to the \$60,000 originally proposed by Red Brennan in 2012, it also proposed limiting each supervisor to a single one-year term.

The calculation of the measure's proponents mimicked Brennan's reasoning that the super-

visors' total compensation, which was more than three-and-one-half times that made by the average county resident, put the county's political leadership in a bracket that left the supervisors out of touch with the economic reality their constituents dealt with on a daily basis. Moreover, the inflated salaries and benefits the supervisors were provided left them, the reformers said, so intent on being reelected so they could keep those positions and the financial advantage holding those offices represented that they had grown desperate for political donations. Those donations, provided by individuals and corporations with contracts and/or franchises with the county or projects up for approval by the board of supervisors, created a circumstance in which the supervisors were more sensitive to their donors and their needs than the needs of the constituents they represented. Indeed, the Red Brennan maintained, the supervisors were being corrupted by the special interest money from those donors.

The board of supervisors attempted to repeat what had occurred in 2012 by placing an alternative initiative to Measure K on the ballot, one designated as Measure J.

Measure J perpetuated the existing cap of

three four-year terms for supervisors and set their salaries at 80 percent of a Superior Court judge's salary, which when taken together with the supervisors' add-on pay and their benefits would bring their total annual compensation to somewhere between \$270,000 to \$290,000. Measure J also dispensed with genderist language that had been part of the county charter for more than a century which used pronouns such as he and him in reference to county officials, which, it was pointed out, no longer fit the current times when many of those serving in public office are women. It was the supervisors' collective hope that just as had occurred eight years previously, their alternate reform measure would outperform the one sponsored by the Red Brennan Group and thus keep Measure K's pay reductions from going into effect.

As it turned out, however, Measure K did much better at the polls than did Measure J. Measure K passed with 516,184 or 66.84 percent of the 772,282 voters participating supporting it, and 256,098 voters or 33.16 percent opposed.

According to the final certified election results released by the San Bernardino County Registrar of Voters, Measure J, the one sponsored by the supervisors, passed,

with 378,964 votes or 50.72 percent of the 747,188 votes cast supporting it and 368,224 or 49.28 percent opposed.

Once the election results were certified, the board of supervisors, using taxpayer funds, contracted with three Los Angeles-based attorneys – Bradley Hertz, James Sutton and Nicholas Sanders – to prevent its members' pay from being reduced. Hertz, Sutton and Sanders filed a petition for a writ of mandate aimed not at the Red Brennan Group, but rather the supervisors' own employee, San Bernardino County Clerk of the Board Lynna Monell. The petition on behalf of the board of supervisors sought to prevent Monell from implementing Measure K, arguing that it violated the supervisors' rights under the California Constitution to set their own salary, infringing on San Bernardino County citizens' First and Fourteenth Amendment rights in the U.S. Constitution through the imposition of term limits that prevented voters from reelecting incumbent supervisors and that Measure K violated "the single subject rule" pertaining to voter initiatives.

The county was granted an injunction preventing Measure K from going into effect while the legal action was pending. *Continued on Page 15*

Effort To Hide Redlands City Manager's No-Criteria Incentive Bonus Irks Residents *from front page*

thought when the company he worked for downsized.

He found part-time employment in newspaper production, which put him in contact with some UCLA students and two professors who were putting out a Marxist publication called the Picket Line, the charter for which was to support striking workers.

He was yet working on the paper when in 1970 the Teamsters promoted a wildcat strike among truckers. Davis's expe-

rience as a truck driver allowed him to make approaches and get information the other writers could not. The professors and students, impressed with his research and writing, talked him into matriculating at UCLA.

Davis for a time backslid, returning to driving a truck and then for a time he was a tour bus driver. But he took an academically-related night job that no others wanted at the time – teaching urban planning. Eventually an opportunity to teach elsewhere presented itself and he got a job teaching at universities in Canada. It was while he was there that he put together the idea for the book that would make

his reputation, *City of Quartz*. The subtitle of that book is *Excavating the Future of Los Angeles*. Informed by Davis's socialistic vision, it looks back at the powerful influences of the city's past – the real estate hustlers, the journalists and writers who exposed them, the Chandler Family of the Los Angeles Times, the Protestant establishment, the Irish priests, monsignors, bishops and cardinals who tended the flock of faithful parishioners, who were largely composed of migrants from Mexico, all side-by-side with the Jewish intelligencia and bankers. Chronicled was the influx of Europeans to the metropolis in the de-

cade before the Second World War.

In *City of Quartz*, Davis also covered the rise of the earnest working class, a reflection of Davis himself. And he did not forget the scientists who have made their way to Los Angeles's institutions of higher learning, such as UCLA and Caltech.

Shown in stark profile are the disciplinarians, the Los Angeles Police Department.

A work of nonfiction, the book captures the soul of Los Angeles as it approaches the turn of the millennium, with the precision and in the spirit of the pulp fiction novels of Raymond Chandler from 1930s and 1940s.

Closing out the tome is a chapter in which Davis returns to his roots, Fontana, what he called "the junkyard of dreams."

At that time, Fontana had fallen into a state of abject de-industrialization with the shuttering of the Kaiser Steel Mill. The city had been victimized by Jack Ratelle, who had been the city manager there from 1973 until 1987, and he had exploited the place, taking bribes from many of those who had business before the city, laundering his kickbacks by making weekend trips to the dice tables Las Vegas, where he claimed an uncommon steak of luck, having the city's

taxpayers finance the bonds used to pay for the infrastructure built to accommodate the residential projects that enriched the developers who were paying Ratelle off, while several of the city's elected leaders entrusted by the city's voters were similarly profiting.

The corruption of Fontana infused Mike Davis's vision of the world, and his writing captured how greed and capitalism go hand-in-glove, how the captains of industry guide the ship of government and community to the promised land, which flows with milk and honey for those who have the will *Continued on Page 15*

Based On Valdivia's Misrepresentations To Cernich, Awadallah Arranged To Buy The Property From Aljazzar, Grade It & Either Construct 40 Homes Or Sell It & The Entitlement Build To Another Developer *from page 2*

rize the expenditure of \$2 million toward the concrete removal effort, slating the work to begin on April 12 and proceed at a steady pace, such that the debris would be removed 50 days hence, on June 1, 2021. The work was to be done by Cemex, a Mexican multinational building materials company with California corporate headquarters in Ontario. City officials calculated that they would be able to recover the city's costs of removing the concrete, as Oxbow Communities/Pacific Coast International/Palm Avenue Development/Jazzar Construction Group would be required to satisfy the \$2 million lien before construction on the Oxbow subdivision could proceed. The vote to give Cemex the concrete removal assignment passed 4-to-3, with Reynoso, Calvin, Councilwoman Sandra Ibarra and Councilman Damon Alexander prevailing, and councilmen Fred Shorett, Ted Sanchez and Juan Figueroa dissenting. Valdivia then vetoed the approval of the abatement plan. Sanchez, Shorett and Figueroa expressed the belief that subjecting the developer to the cost of removing the concrete from the site and carrying out the processing of the material elsewhere before relocating back to the site where it was to be used to form the base beneath the subdivision would be prohibitively expensive and that once the material was removed it would never make its way back and the project would be abandoned, with the land lying fallow for another 15 years and there being no prospect of the city ever collecting on the lien. Additionally, though they saw the concrete having been dumped out in the open as it was being something of a nuisance, Sanchez in particular and Shorett and Figueroa to a lesser extent were unpersuaded that the con-

crete represented any real health risk. What's more, the trio figured, were the city to ultimately come into possession of the property, that would prove more of a burden than a blessing, as the property would remain undevelopable, such that there would be little likelihood that the \$2 million could be recouped. Shorett, who prides himself as being pro-development, did not want to see the city surrender the prospect of having upscale homes built at the site. It was Sanchez's contention that the fears expressed by some residents that the concrete represented a health hazard did not comport with actuality. "The concrete has been tested by two scientific labs and they have found it is not toxic," Sanchez told the *Sentinel* on April 22, 2021. "It will not be hazardous to crush it where it is, as long as it is done correctly. What will be far more hazardous is making thousands of trips using diesel-fueled trucks to get it out of there. The ideal way is for the developer to crush it onsite and then use it as fill along with earth that will be compacted to even out the ground, because those houses cannot be built on those slopes. Doing it any other way at this point will be difficult and will cost millions of dollars." An issue with the crushing of the concrete is that it will be to some degree powdered into particulates that when stirred up by the wind could spread over the area. Those breathing that concrete dust could suffer lung damage. A methodology that could be applied, building industry sources have said, would be to spray the concrete with water as it is being cut, crushed or stamped into smaller fragments to anchor the dust, after which the final product would be covered until it is mixed with dirt and pressed

into place as the base for the construction site. Sanchez acknowledged that the wind does blow debris from the piles upon piles of concrete mounded about the neighborhood. He also acknowledged that Valdivia had an "ulterior motive" in seeking to help out the developer. Nevertheless, Sanchez said, working out a solution to the circumstance that avoided trucking the concrete away and back while getting the project site ready for development was the best way to approach the quandary. Sanchez said he was certain that Reynoso and Calvin could not be persuaded to allow the concrete to be processed onsite to redress the property contour issues so the project could move ahead and that it was doubtful Ibarra could be made to come around and support Pacific Coast International/Palm Avenue Development/Jazzar Construction Group, either. He did hold out hope, however, that Alexander would see his way clear to fall in line with him, Shorett and Figueroa in forming a coalition with regard to letting Pacific Coast International/Palm Avenue Development/Jazzar Construction Group use the concrete fill to expedite the completion of the Oxbow subdivision.

The project and the concrete remained idle for the next eight months, during which time Pacific Coast International/Palm Avenue Development/Jazzar Construction Group put the property – roughly 18.45 acres divided into several parcels – up for sale through its corporate subdivision Pacific Coast International Group, LLC.

This caught the attention of Pleasant Valley, New York-based New York Innovate Builders, LLC and its principal, Hossam Awadallah. Awadallah was convinced that he could obtain the property's various parcels, assemble them, prepare them for development and make a sale of all of the acreage involved to an entity that would follow through with the development.

Under the guise of another of his corporate

entities, Sell For Cash Quickly, LLC, Awadallah contacted Cernich, signaling to him he was ready to purchase the property as it was, concrete and all, with the intent to develop it. Cernich told him he had sold the property to Omar Ronald Aljazzar, a real estate broker and the principal in Pacific Coast International Group, LLC.

In referencing the concrete, both Cernich and Aljazzar characterized it as a "small issue" and that the city had initially granted permission for it to be crushed onsite, such that upon the crushing of the concrete the grading for the project could be initiated immediately to save an estimated \$400,000 in development that would add profit to the project. Awadallah offered to purchase the property for \$1 million, anticipating that he might need to transfer the concrete offsite to crush it before returning it. Shortly thereafter Aljazzar sent Awadallah an email informing him that he could arrange a "resolution" with the city whereby New York Innovative Builders would be able to crush the concrete onsite, whereupon Awadallah upped his offer to \$1.3 million. Aljazzar thereafter offered an assurance he could, before the end of March 2022, have permission from the city to do the concrete smashing onsite and that therefore the sale offer price had risen to \$1.7 million, contingent upon Pacific Coast delivering to New York Innovate Builders the onsite concrete crushing permit.

Awadallah, who was looking to make a quick closing of the \$1.7 million deal, was waiting for Aljazzar to provide him with the crushing permit. To Awadallah's inquiries as to why it was not forthcoming, Aljazzar told him he was going eyeball-to-eyeball with the city over the concrete crushing permitting process and that "If the city continues to stall the project, our legal team is ready to litigate for damages." This encouraged Awadallah to persist with the planned purchase. Eventually, Awadallah would learn the city re-

jected providing the "resolution" Aljazzar was so confident of getting and that Aljazzar had never sued the city as he said he would.

Despite this, Awadallah was enthusiastic about proceeding with the purchase.

"Regardless of all of that, I said, 'Why not just do the right thing and give the people of San Bernardino and the City of San Bernardino what they want, instead of trying to muscle and strongarm them into giving give us a resolution they clearly didn't want to grant?'" Awadallah told the *Sentinel*.

According to Awadallah, it would not be prohibitively expensive to crush and process the concrete for use as fill at the construction site. He said he was informed that there was a spot "about 1,000 feet to 2,000 feet away" to which the concrete could be trucked and crushed. It could then be brought back and put in place at the project site and compacted, Awadallah said. "It was hard to get an exact figure," Awadallah said. I called a few companies and the most I've heard was around \$450,00. Some were less than a couple hundred grand. One was less than \$200,000."

Accordingly, Awadallah said, he was all for closing the deal on purchasing the property for as much as \$1.7 million, moving the concrete and crushing it, and then prepping the property for construction. There was no need to get litigious, he said.

"When it comes to the health and well being of people, saying you'll sue the city shouldn't even be in the discussion, period. Growing up personally with asthma was a rough experience for me, so I'm sure the city had its reasons for denying the crushing onsite. I've repeatedly told Ron [Aljazzar] to give the city what it wants. Let's stop trying to muscle them."

He continued, "Hypothetically, if you sue the city and win, how could you sleep at night if there was a 0.01 percent chance a child can get hurt due to reckless behavior for

a buck? That's why my initial offer of \$1 million then then the \$1.3 million was to by the land as is and I wanted to give the city want to develop the community. Ron Aljazzar continued to assure me the concrete was tested and there is no contamination. And it would not be a safety hazard. He told me he and his group would deal with the city directly to get the resolution and I wouldn't need to jump through any hoops."

Despite Awadallah's enthusiasm and the potential he saw for eliminating the problem that had materialized with the discarding of the concrete in Verdmont, What Awadallah and his lawyers now characterize as greed on the part of Cernich and Aljazzar and interference by several other interlopers prevented him from following through on his plan.

In 2020, when Awadallah was looking at the Verdmont property as well as two others, including one in New York and New Jersey, he signaled to the construction industry that he was looking to do develop several subdivisions on property he was contemplating or in the process of tying up. He was contacted by Peter Burton with Burton Construction & Management, who indicated he had investors that might be interested in some of the project New York Innovative Builders had access to and wanted to form a partnership with Awadallah and his company if he could be compensated appropriately. In November 2021, Burton signed two agreements with Adwallah, one being a joint venture and non-disclosure agreement and the other a non-circumvention pact that would allow Burton to be compensated for the deal that closed from his side if, in Awadallah's judgment, it would move the projects he was working on ahead by being bought out on a specific phase of any of the California, New York or New Jersey projects by specific investors who were able to perform with regard to those proj-

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With Provisions That Allow Lawyers To Profit Without Accountability, The California Voting Rights Act Has Encouraged Changes To District Elections At The Local Level That Abridge Rather Than Provoke Minority Voter Enablement *from front page*

nia Voting Rights Act categorizes a host of ethnicities and races – including African Americans, Latinos, Native Americans, Asians and Pacific Islanders among others – as “protected minorities.” By alleging that certain categories of the population are either not participating in the democratic process or are not adequately represented by politicians who share their ethnicity or race, a lawyer can use the California Voting Rights Act to collect legal fees for his or her advocacy of such protected minorities.

By alleging that racially polarized voting had taken place in a city’s, town’s, district’s or any governmental agency’s election of its leadership, an individual voter or group of voters, or more often an attorney representing an individual voter or group of voters can demand the political leadership in those jurisdictions to agree, to shift to by-district or by-ward elections. If the political leadership does not comply with that demand, a legal action can be commenced to make a showing that the alleged polarized voting indeed is or was a reality. Upon such a demonstration, the California Voter Rights Act requires that the court order the transition to by-district voting.

The California Voting Rights Act confers upon the plaintiffs in such cases an overwhelming advantage in that though the plaintiff[s] stand to gain or recover all money they expend in paying for their attorneys’ efforts, the cities or towns sued under the voting rights act are not eligible to recover their fees if they prevail in the litigation by succeeding in demonstrating that racially polarized or ethnically polarized voting has not occurred in their jurisdictions. Thus, the plaintiff[s] and the

lawyer[s] representing them in these legal actions brought under the California Voting Rights Act run no risk. On the other side of the plaintiff/defendant divide, the cities or towns challenged in this way have to defray their own legal expenses if they chose to put on a defense at trial. Thus, even if a city prevails, it sustains unrecoverable legal costs, and if it loses, it stands to suffer costs of hundreds of thousands of dollars and perhaps beyond a million dollars in legal fees to be paid to the prevailing party.

From 2004 to 2009, the City of Modesto waged a legal battle in an effort to vindicate itself with regard to the charge that it was using racially polarized voting to keep Latinos out of office. It prevailed on multiple legal points, with a Superior Court judge ruling that elements of the California Voters Rights Act were unconstitutional in that they showed preference to minorities and the requirement for the city to pay attorney’s fees was an unconstitutional gift of money before elements of the ruling were struck down on appeal to the 5th District Court of Appeals. The matter was then appealed to the California Supreme Court on the claim that the act in several aspects allowed reverse racism and constituted unconstitutional affirmative action. The state Supreme Court declined to hear the case, returning it to the trial court, where the case ended in a settlement under which the city put the question of whether the city should utilize district voting to the city’s voters on a ballot measure. Despite suffering no clear legal loss and positing a case that the act in some respects constituted institutional and unconstitutional reverse racism, the city yet was required to pay out \$3 million in fees for the

plaintiffs’ lawyers.

The City of Palmdale’s resistance to a request lodged in 2012 that it move to by-district voting resulted in a lawsuit which was adjudicated in the plaintiff’s favor after three years, resulting in the city having to cover the plaintiff’s \$4.7 million legal bill.

In 2018, the City of Santa Clara lost a similar suit and appealed that ruling, ultimately losing at the appellate level, whereupon it had to pay more than \$3 million in the opposition’s legal costs, not including its own attorney’s fees.

Between 2014 and 2022, Lancaster-based attorney R. Rex Parris, Los Angeles-based lawyer Milton Grimes, Malibu-based barrister Kevin Shenkman, Northern California-based legal practitioner Scott Rafferty and Los Angeles-based solicitor Matthew Barragan, who has since gone to work for the U.S. Attorney’s Office, collectively generated for themselves over \$7 million in legal fees by exploiting a provision in the California Voting Rights Act that entitles a lawyer seeking to promote so-called protected minority voter empowerment to bill the cities they engage with in that effort.

In 2013, Parris, Shenkman and Grimes opportunistically surveyed the San Bernardino County landscape and selected what they considered to be the county’s most vulnerable jurisdiction among a handful of cities perceived to have foreclosed minority rights because of the relative scarcity of elected Hispanic office holders locally despite the region’s substantial Latino population. Thus, Parris, Shenkman and Grimes in 2014 settled upon the City of Highland, where despite more than 39 percent of the residents of that city being Latino, no Hispanics at that time were serving on the city council. Highland thus became the first San Bernardino County city served with a demand that it alter the way it elects its council members. Highland

responded by placing an initiative, Measure T, on the ballot asking the city’s voters whether they wanted to switch to by-district elections. When the city’s voters in November 2014 rejected Measure T, with 2,862 votes or 43.01 percent in favor and 3,793, or 56.99 percent opposed, Parris, Shenkman and Grimes proceeded with the lawsuit on behalf of Lisa Garrett, a resident of Highland who claimed to be politically disenfranchised because she was Hispanic. Upon the matter going to trial, despite making a finding that the socio-economic-based rationale presented by the plaintiff’s attorneys to support the need for ward elections was irrelevant and that Garrett’s assertion district voting was the only way to cure the alleged violation of the Voting Rights Act was false, San Bernardino Superior Court Judge David Cohn mandated that Highland adopt a ward system. For their efforts, Parris, Shenkman and Grimes experienced a substantial payday. Thereafter, Parris, Shenkman, Grimes and Matthew Barragan, who was then the staff attorney representing the Mexican American Legal Defense Fund known by the acronym MALDEF, threatened lawsuits under the California Voter Rights Act against the cities of Barstow, Big Bear Lake, Chino, Chino Hills, Hesperia, Rancho Cucamonga, Redlands, Twentynine Palms, Upland and Yucaipa, as well as the towns of Apple Valley and Yucca Valley. Later, such demands would be made against the cities of Fontana and Ontario. Rafferty, based more than 300 miles from San Bernardino County in Walnut Creek, next joined the fray, making a demand against Victorville. A provision of the California Voting Rights Act was that a city hit with a demand that it move to by-ward or by-district voting could seek a “safe harbor” from the ruinous storm of potential litigation and get out from

under the accusation that as a community its members had engaged in racially polarized or ethnically polarized voting by simply agreeing to make the voting system transition to wards or districts and paying the attorney making such a challenge a fee of \$30,000 to \$45,000.

In a number of San Bernardino County’s municipalities, city officials and residents where racially polarized voting had been alleged expressed umbrage at that suggestion and denied the assertions that there was a systemic or institutionalized racial or ethnic bias built into their political establishments. Nevertheless, the prospect of having to wage a legal battle that, if won, would cost the city its own legal costs, and if lost, could run into the millions of dollars, persuaded city council after city council to simply fold and accept a transition to district voting without a fight. Despite the assumption of many that ward voting systems are a more democratic alternative in the selection of political leaders and the relative advantage those seeking a transition to ward/district systems are given under the California Voting Rights Act notwithstanding, there is yet considerable debate over the issue of the relative merits of the competing ward vs. at-large voting systems, including whether ward and district systems actually facilitate a fairer representation of the minority population. Front and center in the debate over voting rights is the contention of some voting rights advocates who maintain that ward-based systems can empower minority voters by making it more likely that a minority candidate in a ward that is more heavily laden with minority voters will be elected than if that minority candidate must stand for election in a contest in which all of the voters of the jurisdiction are participating, thus diluting the minority vote. Nevertheless, some political theorists point out that in certain cases, particularly those

in which racial or ethnic heterogeneity is evenly spread throughout the community, an election system changeover from at-large elections to ward elections is more likely to result in fewer minorities being elected.

A substantial element of the population out and out rejects the accusation that polarized voting or racism is institutionalized into their communities. They point out that in a majority of the cities targeted for forced acceptance of ward/district voting systems, members of protected minority groups have achieved elected office. Beyond the issue of extending representation to a single given element of the population, there are arguments presented against ward or district systems based upon the contention that political wards lend themselves to a corruption and bastardization of the political process. The imposition of ward systems, those of this mindset contend, carries with it the potential for creating a set of fiefdoms within a city wherein if not absolute, then near-absolute, power is installed in a single individual within each of those geographical divisions, rendering each such elected official a political boss in effect separately attended by a retinue of political henchmen fiercely loyal to that officeholder, who is able to dole out perks and favors at will and is empowered to act with utter ruthlessness and efficiency, unchecked by the majority of voters within the city as a whole who must live with the impacts of such depredations. Such historical and ongoing examples of this consist of the political realities in cities such as Chicago and Philadelphia, and indeed, closer to home, in the City of San Bernardino, where the voters in this year’s primary election made a rejection of that city’s now-lame duck political boss, Mayor John Valdivia, who established himself initially as the lord of the Third Ward in that city before moving up *Continued on Page 12*

Construction Manager Burton Talked Awadallah Into Letting Invictus Develop The Project, After Which Move Was Made To Bypass Awadallah As Middleman So Invictus Could Buy The Land Directly From Cernich & Aljazzar from page 4

ect's overarching goals. Thereafter, on December 9, 2021, Burton introduced Awadallah to Jelmar Pasco, the principal in Adupus Vitae, LLC, Charles Yi and Kevin Kim of Landmark Real Estate who was interested in the San Bernardino Project. Likewise Pasco, Yi and Kim executed a nondisclosure agreement and noncircumvention pact with Awadallah, which specifically called for noninterference with and nondisclosure to the sellers Awadallah was in contact with. On January 5, 2022, Awadallah and Aljazzar on behalf of Pacific Coast International Group executed a purchase agreement, memorializing the purchase price of the property for \$1,700,000 if the rock crushing Resolution was provided, with \$100,000 due on February 28, 2022.

On January 19, 2022, to preserve the New York Innovative Builders, LLC interests in the transaction with Pacific Coast International Group, LLC, Awadallah recorded a notice of intent to preserve interest on the Subject Property with the San Bernardino County Recorder's Office.

Burton presented a proposal to Awadallah that he make a secondary sale of the property to Invictus Global Group, LLC, which was controlled by Yi and that Pasco and Kim work together with Burton to facilitate the sale of the property to Invictus.

In listening to Burton, Awadallah said, he was initially less than fully willing to embrace the proposal from Invictus, which wanted in on the Verdemon project and to essentially take it over entirely.

"When they presented their offer, I was hesitant," Awadallah said. "I wanted to develop this myself, but Peter Burton kept on, persisting. He said, 'Sell it to us (Invictus) for \$2.5 million.

He used all the tactics he could think of to butter me up and agree, which included a promise of partnership, starting a company together, giving me a percentage of the total construction revenue, 15 percent to 20 percent. So, I thought about it and thought he's a man of his word. I said, 'Why not? It's almost a million dollars and could be more if the seller fails to provide the resolution from the city to do the concrete crushing on the site plus 15 percent to 20 percent of total construction revenue of a \$20 million job to be bought out for my contractual rights. We'll be developing the community together. Everyone's happy. When I was presented with the offer Jelmar Pasco sent me, I thought with the agreement it was a done deal by then, just like any other transaction I've been involved in."

On January 18, 2022, Awadallah and Yi/Invictus Global Group, LLC reached an agreed upon a purchase price of \$2,500,000 for the property and on the same day a secondary purchase agreement was drawn up. That agreement was on the brink of being signed and executed, Awadallah said, but then things went bad.

"Then it was a complete 180," he said., "totally contradicting everything. Obviously, at that point he never had any intention of fulfilling any of those promises."

On February 28, 2022 Awadallah was prepared to pay Aljazzar the \$100,000.00 down payment that was due. Aljazzar put him off and on March 4, 2022, during a Zoom call, Awadallah again sought to make the down payment. Aljazzar declined to accept the \$100,000.00, stating that he was doing Awadallah a favor.

According to Awadallah, thereafter, Burton, Cernich Yi Invictus, Aljazzar and Kim gave him "the run-around by "en-

gaging in conduct that indicated that

none of them intended on honoring the terms of the January 5, 2022 purchase agreement.

On March 7, 2022, the January 18, 2022 secondary purchase

agreement pending between Awadallah and Yi/Invictus Global Group, LLC was revisited and revised into a subsequent one. On March 17, 2022, Awadallah signed the January 5, 2022 purchase agreement to execute the agreement of the sale of the property to Invictus for the purchase price of \$2.68 million. Yi, however, did not sign the January 5, 2022 purchase agreement. Twelve days later, on March 29, 2022, Yi informed Awadallah that Invictus was withdrawing from negotiations to purchase the property from as part of the secondary purchase transaction that the parties had been working to finalize.

According to Awadallah's attorney, Los Angeles-based James D. Hornbuckle, the January 5, 2022 purchase agreement between Awadallah and Pacific Coast International Group LLC was executed.

In a lawsuit brought on Awadallah's behalf and filed in federal court in Riverside on October 21, Hornbuckle maintains that Defendant Peter Burton consistently tried to induce plaintiff to breach their non-disclosure agreement by improperly prompting Mr. Awadallah to introduce defendants Peter Burton, Jelmar Pasco, Kevin Kim and Charles Yi to defendants Eric Cernich and defendant Omar Ronald Aljazzar. Plaintiff was never willing to do such, as it would violate the non-

disclosure agreement and cause problems with the sale of the subject property."

According to Hornbuckle, "On April 13, 2022, after receiving no word from any of the aforementioned defendants about closing escrow of the subject property for several months, plaintiff contacted defendant Peter Burton to inquire about the delay. During this phone call,

defendant Burton informed plaintiff... that defendant Burton had breached their non-disclosure agreement by speaking to defendant Eric Cernich regarding the sale of the subject property."

According to Hornbuckle, Burton told Awadallah that he had learned that Pacific Coast International had not in fact purchased the property from Cernich, Oxbow or any of Cernich's related entities at the earlier purported price of \$1.5 million and that "Pacific defendants Pacific Coast International Group, LLC and/or Omar Ronald Aljazzar got paid under the table to act as the strawman for Eric Cernich's benefit and 'there are workarounds to the non-disclosure agreement."

About two weeks later, according to Hornbuckle, Burton further breached the non-disclosure agreement by speaking to Cernich regarding the sale of the property without Awadallah's consent, disclosing to Cernich that Yi and Invictus were interested in purchasing the property for \$2.68 million dollars, \$980,000 over the contract price of the January 5, 2022 purchase agreement.

According to the lawsuit, Burton's provision of that information in defiance of the nondisclosure agreement resulted in Aljazzar and Pacific Coast International seeking to cancel the January 5, 2022 purchase agreement or circumvent the terms in order to sell the property for a higher price to Yi/Invictus.

"In essence, the defendants were working in concert with one another to cut

plaintiff out of the deal once they learned plaintiff had a secondary purchaser for the subject property at a price that was higher than the \$1,700,000 plaintiff was under contract to pay for the subject property."

Once Aljazzar and Pacific Coast International were informed that Yi and Invictus were interested in purchasing the property for \$2.68 million, they sought to circumvent Awadallah with the connivance of Burton

and Cernich and interfered with Awadallah's purchase of the property, according to the lawsuit. Burton was motivated, according to Hornbuckle, to cut Awadallah out as a middleman in the transaction and selling directly the property on behalf of Cernich and Aljazzar to obtain a higher commission on this deal, which is to be based on a percentage of construction revenue with Awadallah out of the picture."

This violated the November 23, 2021 non-disclosure agreement, according to Hornbuckle. Pacific Coast International Group, LLC, Aljazzar, Burton, Burton Construction & Management, Inc.'s collective motive for breaching their contract with

Awadallah was to accept the higher offer offered by Yi on behalf

of Invictus Group, LLC to increase their respective profits. In doing so, according to Hornbuckle, Burton and Aljazzar breached their fiduciary duties as licensed real estate agents in the State of California, and further, intentionally interfered with the January 5, 2022 purchase agreement.

According to Hornbuckle, Cernich and Aljazzar continuously failed to fulfill the terms of the January 5, 2022 purchase agreement by not obtaining the required details on the concrete crushing resolution in order to finally close escrow, and/or communicate with regard to that situation as was needed. Neither ever performed in producing from the city council a resolution to allow for on-site crushing of the concrete or specifying the precise location that was supposed to exist for the concrete crushing approximately 1,000 feet off-site. Compounding that, according to Hornbuckle, after Cernich and Aljazzar informed Awadallah that the city denied the permits to crush on-site at the property, they "failed to make any indication they intended to drop the purchase price from \$1,700,000 to \$1,300,000 as agreed upon should the rock [i.e., concrete] crushing resolution not

be provided, let alone any indication they intended to close escrow and honor the January 5, 2022 purchase agreement."

With Jelmar Pasco, according to the lawsuit, Burton breached their respective non-disclosure agreements by speaking to the City of San Bernardino regarding the terms of the January 5, 2022 purchase agreement without informing Awadallah or obtaining his consent.

Burton thereafter, according to the lawsuit, facilitated a fraudulent conveyance of the property to defendant Aberdeen Developers, LLC, controlled by Kyndra Mayo, thereby breaching the Joint Venture Agreement and Non-Disclosure Agreement by engaging in unauthorized communications and business practices.

Additionally, according to the lawsuit, an individual by the name of Gus Dahleh, which is quite possibly a fictional person, assisted the interlopers when he formed on or about July 19, 2022 a California limited liability company with exactly the same name as that company controlled by Awadallah, New York Innovative Builders, LLC, headquartered at 2516 Bayside Drive in Corona Del Mar, CA 92625.

Awadallah's company is New York Innovative Builders, LLC, a New York limited liability company headquartered in Pleasant Valley, New York and incorporated in the State of New York.

The newly-created California limited liability company was then used to, according to the lawsuit, fraudulently record a "release of notice of intent to preserve interest" in the subject property. Dahleh signed the fraudulent release as a "member" of New York Innovative Builders, LLC just one day after the articles of incorporation for New York Innovative Builders was filed with the State of California.

In what Hornbuckle characterized as a "fraudulent" transaction, on or around August 24, 2022, Pacific Coast In-

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Pacheco Conveyed Bribe Money From Marijuana Entrepreneurs To Taylor For His WVWD Board Election & Voted To Make Him Baldwin Park Police Chief; Tafoya Assisted Pacheco Shake Down The Cannabis Companies And Wrote Taylor's Contract: Taylor Hired Tafoya & Pacheco Into Lucrative WVWD Assignments *from front page*

Pacheco represented in San Bernardino County from office.

In the simplest terms, beginning with the 2019 election cycle, three Baldwin Park officials – Pacheco, who was then one of that city's councilmen; Robert Tafoya, who was then Baldwin Park's city attorney; and Mike Taylor, who had been from 2014 to 2016 and would again become from late 2017 until 2019 Baldwin Park's police chief – imported the political graft that all three were involved in within the 6.79-square mile Los Angeles County city located at the confluence of the 10 Freeway and the 605 Freeway west and north of West Covina and west and south of Irwindale, east of El Monte, south of the Santa Fe Dam Recreational Area and north of the unincorporated Los Angeles County community of Bassett some 35 miles west along the 10 Freeway to an xx-square mile jurisdiction within the San Bernardino County communities of Fontana, Rialto, Bloomington, Colton and patches of unincorporated county area and northlying strip of Riverside County where the West Valley Water District serves as the water purveyor to roughly 89,000 households and businesses.

Taylor was a resident in the most upscale neighborhood in Rialto, where he had made the acquaintance and then developed a friendship with Dr. Clifford Young, a former San Bernardino County supervisor who beginning in 2013 had been a member of the West Valley Water District Board of Directors. Taylor had run, unsuccessfully, for a position on the board in 2015. In 2017, when Young was due to seek reelection, Taylor joined him as a candidate for the board.

It was at that point that Taylor, Pacheco and

Tafoya cut a deal. Earlier that year, Pacheco had entered into a corrupt bargain with at least two would-be commercial marijuana entrepreneurs, promising to obtain for them permits to operate within Baldwin Park in exchange for bribes. Tafoya, to advance that scheme, authored an ordinance passed by the city council at Pacheco's encouragement and with his support that in essence conferred monopolies or near monopolies on three companies dealing in marijuana or cannabis products operating within Baldwin Park. In return for Tafoya authoring "hit pieces," i.e., negative campaign mailers targeting Young and Taylor's political opponents in the 2017 West Valley Water District race and Pacheco hitting the marijuana entrepreneurs who were paying him off for money to finance Taylor's campaign, Taylor agreed to arrange for Tafoya to be hired as the West Valley Water District's general legal counsel once he was on the board and to find an equally lucrative position for Pacheco as an administrator/manager with the district. Thrown into the bargain was that Pacheco and Tafoya working together would see to it that Taylor was brought back to serve as Baldwin Park police chief.

According to the FBI, Pacheco steered money from the marijuana entrepreneurs who were lining his pockets in exchange for approval of their operations in Baldwin Park into Taylor's water board campaign finance coffers. that helped to fund Taylor's victory in the November 2017 election for a position on the West Valley Water District Board of Directors. Particularly helpful in that regard was Sharone Barshatski, the principal in a marijuana-related company that ultimately obtained an operating

permit in Baldwin Park. Barshatski provided Taylor with \$10,000 for his campaign. Furthermore, Pacheco used money that had been provided to him by the cannabis-related business interests and "laundered" through political action committee he controlled, the California Education Coalition, known as CEC for short, to make a \$7,000 donation to Taylor's campaign on September 26, 2017.

Young was reelected and Taylor was elected in the November 2017 race, and their ally, Kyle Crowther, was successful as well in a specially held election to select a replacement for the final two years on the term of Alan Dyer, who had defeated Taylor in the 2015 election but who had resigned in July 2016, a little more than eight months into what was supposed to be his four-year tenure.

Less than two weeks after Taylor had won that election, Pacheco supported the rehiring of Taylor as Baldwin Park Police Chief, and Tafoya wrote up the contract that spelled out the terms of Taylor's rehiring.

Taylor, upon assuming office as a member of the West Valley Water District Board in December 2017 persuaded his board colleagues to hire Tafoya as the water district's general counsel.

In March 2018, Taylor successfully lobbied his board colleagues to hire Pacheco into an assistant general manager's position with the water district the councilman did not have the technical expertise to fill that paid the city councilman just shy of a quarter of a million dollars a year in total compensation. Thereupon, at Tafoya's suggestion, Taylor abstained from the vote ratifying Pacheco's employment contract.

Even before 2017 had ended, Pacheco's activity and interaction with elements of the nascent marijuana industry had registered on the FBI's radar screen, resulting in him falling under intense scrutiny even as he was accepting at least \$280,000 in under-the-table payments from

various principals in marijuana-related enterprises that were seeking permits to transact business in Baldwin Park. Despite their best efforts, federal agents were unable to catch Pacheco red-handed taking money from those who were bribing him. The FBI devised a strategy whereby they employed two Baldwin Park police officers to dialogue with Pacheco over the city's ongoing police officers' employment contract negotiations with the Baldwin Park Police Association. Ultimately, in exchange for Pacheco's promise to vote in favor of the contract that had been worked out between the police officers' bargaining unit and the city, which Pacheco made good on during a city council meeting in March 2018, the officers paid or made arrangements to convey \$37,900 in bribes to the councilman from January through October 2018. That money included \$17,900, which was distributed through checks made out to Pacheco's church and to what the U.S. Attorney's Office referred to as "sham political committees" under the names of other people but controlled by Pacheco, as well as an envelope with \$20,000 in cash that one of the officers slipped to Pacheco at a Baldwin Park coffee shop.

Rather than immediately acting upon having established that Pacheco was accepting bribes, the FBI continued to observe his interactions with a host of others, monitoring his communications and scrutinizing his official actions. In December 2018, the FBI without fanfare served a search warrant at Pacheco's home, during the course of which agents confronted him with some of the evidence that had been accumulated against him. During that search, the FBI found, or was led to by Pacheco, \$83,145 in cash, including \$62,900 the councilman had had buried in his backyard in two locations. Thereafter, Pacheco cooperated with the FBI, regularly turning over to federal agents

and the U.S. Attorney's office his cell phones and computers, or otherwise allowing them to monitor his phone calls, text messages and emails.

While it is now well documented that Pacheco was forthcoming in providing federal authorities with access to the standard devices he routinely used and the information they contained, the *Sentinel* has independently learned that he, Tafoya and Taylor had been and were continuing to communicate by means of a series of inexpensive and prepaid cell phones, commonly referred to as "burner phones," they would discard after a few months of use. It is not clear whether Pacheco disclosed to the FBI that he was using such devices or the information contained thereon.

Relatively soon after he had been hired into the assistant general manager's position at the West Valley Water District, it was recognized generally throughout that organization that Pacheco had no qualifications for the post and that he had been provided with the job as a sinecure, what was an essentially do-nothing and highly lucrative position, in what was a political favor. From the time of his hiring at the end of March 2018 until March of 2019, Pacheco made sporadic appearances at West Valley Water District headquarters. As of April 2019, he was a complete no-show at the district offices. In May 2019, it was announced that Pacheco was on paid administrative leave, though he continued to draw his full pay until November 2019, a total of more than \$135,000 over the nearly eight months he was in total absentia. In November 2019, Pacheco's employment with the district was terminated, at which point he was provided with a \$146,459.82 severance equal to nine months' salary. In this way, Pacheco was paid more than \$525,000 for doing nothing.

Throughout 2019, the ongoing FBI investigation into the corruption at Baldwin Park City Hall was spreading across the landscape of South-

ern California from Los Angeles County and into San Bernardino County, primarily because of the connection to the West Valley Water District involving Pacheco, Tafoya and Taylor.

The FBI was extremely discrete in serving the search warrants on and conducting its raids regarding Pacheco, his home, vehicle and office. In this way, both the FBI and the U.S. Attorney's Office managed to encircle the Baldwin Park councilman and slowly over time reduce the circumference of the investigative parameters around him, squeezing him into a compliant attitude of cooperation with the ongoing investigation into just who was involved in corrupting the wheels of government, holding out the possibility of leniency, or relative leniency, if he was able to implicate others and allow the FBI to document that activity. The initial FBI focus on Pacheco within the context of Baldwin Park permitting of marijuana-related businesses expanded to include the companies involved paying off politicians elsewhere, such as in Compton, and it followed Pacheco's, Tafoya's and Taylor's trails to the headquarters of the West Valley Water District at 855 West Base Line Road in Rialto. The FBI scrutinized the situation to see if Pacheco's colleagues on the Baldwin Park City Council were being greased as well or whether they had merely been beguiled by Pacheco and the business applicants into thinking that allowing such operations to set up in Baldwin Park would provide the cash-strapped municipality with much needed revenue in terms of permitting fees and taxes on the product to be grown or sold.

The FBI were heavily focused on Tafoya's degree of involvement, as he was setting up the ground rules by which applicants for permits would compete for what in the end would be a limited number of marijuana cultivation and retail opportunities in Baldwin Park, and Taylor, who as

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Once The FBI Put The Squeeze On Pacheco, He Eventually Ratted On Everyone *from page 7*

police chief would have at least some say in the police department's enforcement of the city's rules and ordinances and enforcement of those regulations. The FBI's suspicion fell on Tafoya because of the manner in which his drafting of the ordinances conferred out-and-out monopolies or overwhelming advantages on those entities bribing Pacheco. Taylor's involvement in the processes was more subtle and indirect. Complicating the FBI's effort to capture a clear picture of the plotting that was ongoing among "the big three," as Pacheco, Tafoya and Taylor came to be known, was their use of the burner phones.

Almost immediately after the raid at his home had taken place, Pacheco informed Tafoya and Taylor of what had occurred. Tafoya and Taylor, circumspectly, advised Pacheco on what he should say to the agents and how he should say it. The burner phones, which provided the three with a means of communicating that was not compromised in the way that Pacheco's use of his other phone and computers were, facilitated this. Simultaneously, Pacheco had quietly agreed to co-

operate with the FBI, assistance which included allowing agents to set up points of vantage with regard to a whole host of interactions he was having, while he was yet a councilman and mayor pro tem in Baldwin Park, with businessman, other politicians, political operatives and community leaders.

In March 2020, the U.S. Attorney's Office under seal filed criminal charges against Pacheco, at which point the councilman simultaneously entered a plea to those charges. The case and plea arrangement were kept secret to allow the FBI's investigation of public corruption to continue, and the councilman's participating as a confidential informant was extended. In June 2020, Pacheco, in keeping with the terms of the plea arrangement, resigned from the council. To protect the yet ongoing investigation, no disclosure of the plea arrangement was made by the U.S. Attorney's Office, and Pacheco publicly stated that he had resigned so he could spend more time with his family and pursue other professional endeavors.

For anyone paying attention, on October 28, 2020 it became clear that there was something amiss, as on that day the FBI served search warrants at the home of Compton City Councilman Isaac Galvan, the downtown Los Ange-

les law office of Robert Tafoya and the Upland home of San Bernardino County Planning Commissioner Gabe Chavez.

An analysis of the search warrants and the entire circumstance led those whose premises had been searched to the inescapable conclusion that Pacheco was an FBI informant. Then, three months later, that reality was spelled out in explicit terms when the U.S. Attorney's Office in January 2021 publicly announced Pacheco's June 2020 guilty plea and the details relating to his acceptance of bribes from the officers with the police union, revealing the charges against him and partially unsealing the plea agreement by which Pacheco had agreed to fully cooperate in ongoing public corruption investigations. The redactions in the document were intended, the U.S. Attorney's Office said, "to protect the integrity of ongoing aspects of those investigations."

Taylor, who left as police chief in late 2018, in November 2020 made an unsuccessful run for a position on the Rialto City Council. Following the 2019 election, the West Valley Water District transitioned from board election in odd-number years to even number years, extending all of the incumbents' terms by one year. In December 2021, Kyle Crowther, having been provided with an out-of-

state job offer, resigned as a West Valley board member to accept the job. Early the next month, Clifford Young, in the aftermath of his wife's death and facing a health challenge of his own, resigned. In late May, Taylor, concerned with the extent of the yet-ongoing federal investigation into matters touching on both Baldwin Park and the West Valley Water District, tendered his resignation. In July, he moved to Arkansas. In August, Clifford Young died.

On October 7, the U.S. Attorney's Office announced charges and a plea agreement pertaining to Chavez's use of his Claremont-based internet marketing company, Market Share Media Agency, to launder \$170,000 in payoffs to Pacheco that had originated with two companies that had received marijuana-related commercial operating permits in Baldwin Park.

In conjunction with that announcement, the U.S. Attorney's Office unsealed a set of documents, including the charges against Chavez, Chavez's plea agreement and Pacheco's plea agreement. Those documents detailed the activity Pacheco was involved in, including his interactions with the commercial marijuana companies that obtained permits to operate in Baldwin Park as well as those he had with Tafoya, Chavez and

Taylor, among others. Pacheco's plea agreement was augmented with an exhibit, the "Factual Basis" provided to the court to support Pacheco's guilty plea. Revealed in that document was how Tafoya behind the scenes instructed Pacheco, Taylor and Chavez to comport themselves in carrying out the activity they were engaging in, including the methodology by which the cannabis companies hid and laundered the kickbacks Pacheco was receiving for approving those applicants' operating permits in Baldwin Park.

In the "Factual Basis" narrative generated by the FBI, Tafoya is referred to as "Person 1" and Taylor is referred to as "Person 2."

According to the "Factual Basis" narrative, Tafoya assisted Pacheco not only in devising a strategy to shake down would-be marijuana entrepreneurs looking to set up operations in Baldwin Park, he accompanied him to some key meetings early on with those businessmen and assisted in the shake down.

According to the FBI narrative, "Beginning in at least June 2017 and continuing through at least December 2018, defendant entered into an agreement with Person 4, defendant's "fundraising guy," in which Person 4 would solicit "consulting" contracts from Marijuana Companies 3 and

4, both of whom were seeking city marijuana cultivation and manufacturing development agreements."

The *Sentinel* has identified Person 4 as Gabe Chavez

"The development agreement for Marijuana Company 3 was worth well in excess of \$220,000, and the development agreement for Marijuana Company 4 was worth well in excess of \$198,000," the FBI narrative continues. "Defendant and Person 4 agreed that Person 4 would charge Marijuana Companies 3 and 4 \$150,000 each in consulting fees, which would be paid to Person 4's company, Consulting Company 2. Of the \$150,000, defendant would receive 60 percent of those fees and Person 4 would receive 40 percent of the fees. Person 4 would withdraw cash from his consulting Company 2 account and provide defendant his payments in cash in order to conceal the transactions. In exchange, defendant would vote for and support Marijuana Companies 3 and 4's city development agreements."

The narrative continues, "At some point in 2017, after this conversation, Person 1 [i.e., Tafoya] provided defendant a physical copy of sample 'consultant agreement' that Person 1 told defendant he would have his

Continued on Page 11

Working Together, Cernich, Aljazzar & Burton Arranged To Cut Awadallah Out Of The Deal To Sell The Land Directly To Invictus By Creating Bogus California Company With Identical Name To Awadallah's New York LLC To Fraudulently Record A Release Of Interest On The Property & Follow That With A Bogus Transfer Of The Property To A Shell Company To Prevent The Land From Transferring To Awadallah *from page 6*

International Group, LLC transferred the property to Aberdeen Developers, LLC, by recording a grant deed with the San Bernardino County Recorder's Office.

According to the lawsuit, there is cause to believe that Gus Dahleh or the individual using that name is the husband of Kyndra Mayo, the owner

of Aberdeen Developers, LLC.

"Plaintiff is informed and believes, and on that basis thereon alleges, that defendant Gus Dahleh and defendant Kyndra Mayo are both personal and professional friends of defendant Omar Ronald Aljazzar, the owner of Pacific Coast International Group LLC.

According to the lawsuit, "the transfer of the subject property from defendant Pacific Coast International Group to defendant Aberdeen Developers, LLC was a fraudulent transfer done to avoid the almost certain liability that defendant Pacific Coast International, Group, LLC would incur as a result of its breach of the January 5, 2022 purchase agreement. According to the lawsuit, as of September 15, 2022 escrow on the August 24, 2022 transfer still had not closed. "Plaintiff has since construed this to mean Defendant Aberdeen Developers, LLC has not paid any of the alleged \$1,500,000 purchase price as provided for on

the grant deed between defendant Pacific Coast International Group, LLC and defendant Aberdeen Developers, LLC."

As a consequence of the defendants' actions and misdeeds, Awadallah has not obtained the property and has not been able to develop it himself or arrange for a legitimate developer to proceed with the project.

The situation created in Verdemon more than two years ago when Valdivia, in apparent exchange for campaign money, gave permission for the dumping of the concrete in a manner and at a location he did not have the authority to give yet remains. That dilemma will not be resolved before he leaves office.

"It doesn't take Einstein to put two and two together to see that there's clearly more than what meets the surface," Awadallah told the *Sentinel* this week. "It's time for the people of San Bernardino to be heard, given the hazardous issue with the concrete pile. My uncle passed away due to COVID in late 2020 as a consequence of respiratory disease. That's why I don't take this lightly and what has happened to me and the people is infuriating."

Graft and corruption are at play, Awadallah said, "especially with the fraud and conduct, forgery, misrepresentation, straw men purchases.

"I'd be willing to fly to San Bernardino spe-

cifically because for this issue and hear from the people of San Bernardino their side of the story," he continued. "Fifteen years for a project to be developed is unheard of. We need to show that the people of San Bernardino, the city, is not to be played for fools. We can stand up for what's right. If someone chases monetary gain, it runs. How about focusing on serving the community and making good on promises, treating people the way you want to be treated and not trying to pull a fast one? I haven't been to the circus in a while, but this surely looks and feels like one."

-Mark Gutglueck

Pacheco, Tafoya & Taylor Looted WVWD Seven Ways From Sunday from page 8

intermediary use when approaching companies seeking cultivation development agreements. At the bottom of the sample agreement, it said to call Person 1 for any questions. Defendant provided that agreement to Person 4 who served as defendant's intermediary with two companies seeking marijuana cultivation and/or manufacturing development agreements."

The narrative states, "[I]n approximately August 2017, defendant [Pacheco] and Person

1 [Tafoya], a public official, approached PC-1 [political consultant 1] and Marijuana Company 1 and solicited donations in the amount of \$10,000 each for defendant's church, CEC and for the campaign of Person 2 [i.e., Taylor], a public official, for board of the West Valley Water District. At the time, Marijuana Company 1 was seeking a development agreement from the city to be the sole distributor of marijuana in the city. Marijuana Company 1's owner, Person 3, provided a \$10,000 check to CEC [the California Education Coalition, a political action committee controlled by Pacheco] and a \$10,000 check to Person 2's campaign."

The *Sentinel* has iden-

tified PC-1 as David Morgan, who did political work for Pacheco and served as Taylor's 2017 campaign manager. The *Sentinel* has identified Person 3 as Sharone Barshatski.

According to the FBI narrative, "On December 13, 2018, FBI special agents executed a search warrant on defendant's [Pacheco's] residence and vehicle. Once the search had finished and on the same day, defendant met with Person 2 [Taylor] at a city event and told him about the FBI's search of his home."

The FBI document continues, "Between March 2019 and April 30, 2019, defendant spoke with Person 2 and detailed evidence the FBI had gathered concern-

ing the police association scheme. Person 2 then provided defendant false exculpatory statements that Person 2 suggested defendant could tell the FBI, such as falsely stating that the cash he accepted from PO-1 [police officer 1] were merely campaign contributions."

The revelation that Pacheco had immediately informed Taylor about the December 2018 FBI raid on his premises is at a variance with what Taylor told members of the board and senior management employees at the West Valley Water District at the time of the announcement of Pacheco's guilty plea in 2021 that he had known nothing of the FBI's action targeting Pacheco.

In the immediate

aftermath of the announcement of the filing of charges against Chavez and Chavez's plea arrangement and the simultaneous release of Pacheco's plea agreement and its factual basis, Mark Werksman, Tafoya's attorney, denied suggestions that his client had acted in appropriately, saying that Tafoya was being tarred by association with "corrupt" elected officials who headed the governmental agencies he worked for. On October 12, however, Tafoya resigned as Baldwin Park city attorney and that evening the city council accepted that resignation.

Simultaneously, there were reports that both Tafoya and Taylor, who had returned to South-

ern California from Arkansas as of October 7, the day Chavez's plea arrangement had been announced, were in negotiations with the U.S. Attorney's Office with regard to plea arrangements pertaining to criminal charges against them under contemplation and/or preparation by the U.S. Department of Justice.

Yesterday, November 3, the district's board of directors, at its first regularly scheduled meeting for this month, considered an item in closed session that pertained to, according to the meeting agenda, the "appointment, employment, evaluation of performance, discipline, or dismissal

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11/11/2022, 11/18/2022 CPP353488

NOTICE OF PETITION TO ADMINISTER ESTATE OF: DAMIANA LEAL
 CASE NO. PROSB2201496
 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of DAMIANA LEAL has been filed by MARCOS LEAL in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that MARCOS LEAL be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests the decedent's will and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held DECEMBER 22, 2022 at 9:00 a.m. in Dept. No. S36 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

Filed: October 26, 2022
 AMY GAMEZ-REYES, Deputy Court Clerk IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a gen-

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eral personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Filed: October 26, 2022
 Attorney for Marco Leal: R. SAM PRICE SBN 208603 PRICE LAW FIRM, APC 300 E STATE STREET SUITE 620 REDLANDS, CA 92373
 Phone (909) 328 7000 Fax (909) 475 8800 sam@pricelawfirm.com
 Published in the San Bernardino County Sentinel on November 4, 11 & 18, 2022.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: DAISY PEARL RADCLIFF KIRKMON
 CASE NO. PROSB 22 0 1 4 9 5
 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of DAISY PEARL RADCLIFF KIRKMON has been filed by JOYCE AUSTIN in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that JOYCE AUSTIN be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed ac-

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tion.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held DECEMBER 15, 2022 at 9:00 a.m. in Dept. No. S36 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

Filed: October 26, 2022
 AMY GAMEZ-REYES, Deputy Court Clerk IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Filed: October 26, 2022
 Attorney for Joyce Austin: R. SAM PRICE SBN 208603 PRICE LAW FIRM, APC 300 E STATE STREET SUITE 620 REDLANDS, CA 92373
 Phone (909) 328 7000 Fax (909) 475 8800 sam@pricelawfirm.com
 Published in the San Bernardino County Sentinel on November 4, 11 & 18, 2022.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: PATRICIA LOUISE SHOWNS
 CASE NO. PROSB 22 0 1 5 2 2
 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of PATRICIA LOUISE SHOWNS has been filed by SHERRY LYNN BRASHER in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that SHERRY LYNN BRASHER be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held DECEMBER 15, 2022 at 9:00 a.m. in Dept. No. S35 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

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NOTICE OF PETITION TO ADMINISTER ESTATE OF: JAMES HALCHISHAK
 CASE NO. PROSB 22 0 1 5 3 7
 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of JAMES HALCHISHAK has been filed by JOSEPH J. VITZELIO in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that JOSEPH J. VITZELIO be appointed as personal representative to administer the estate of the decedent.

THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held DECEMBER 15, 2022 at 9:00 a.m. in Dept. No. S35 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.

Filed: October 31, 2022
 SASHA RODRIGUEZ, Deputy Court Clerk IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052

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of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Filed: October 31, 2022
 Attorney for Sherry Lynn Brasher: R. SAM PRICE SBN 208603 PRICE LAW FIRM, APC 300 E STATE STREET SUITE 620 REDLANDS, CA 92373
 Phone (909) 328 7000 Fax (909) 475 8800 sam@pricelawfirm.com
 Published in the San Bernardino County Sentinel on November 4, 11 & 18, 2022.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: ERIC ARANDA
 CASE NO. PROSB 22 0 1 3 7 4

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of ERIC ARANDA has been filed by JOSEFINA ARANDA in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that JOSEFINA ARANDA be appointed as personal representative to administer the estate of the decedent. THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court

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should not grant the authority. A hearing on the petition will be held DECEMBER 8, 2022 at 9:00 a.m. in Dept. No. S37 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.
 Filed: November 2, 2022
 SELYNA RAZO, Deputy Court Clerk IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Filed: November 2, 2022
 Attorney for Joseph J. Vitzelio: R. SAM PRICE SBN 208603 PRICE LAW FIRM, APC 300 E STATE STREET SUITE 620 REDLANDS, CA 92373
 Phone (909) 328 7000 Fax (909) 475 8800 sam@pricelawfirm.com
 Published in the San Bernardino County Sentinel on November 4, 11 & 18, 2022.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: ERIC ARANDA
 CASE NO. PROSB 22 0 1 3 7 4

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of ERIC ARANDA has been filed by JOSEFINA ARANDA in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that JOSEFINA ARANDA be appointed as personal representative to administer the estate of the decedent. THE PETITION requests full authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. A hearing on the petition will be held NOVEMBER 8, 2022 at 9:00 a.m. in Dept. No. S36 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.
 Filed: SEPTEMBER 27, 2022
 NICOLE CARTWRIGHT, Deputy Court Clerk IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file

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should not grant the authority. A hearing on the petition will be held DECEMBER 8, 2022 at 9:00 a.m. in Dept. No. S37 at Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, CA 92415, San Bernardino District.
 Filed: November 2, 2022
 SELYNA RAZO, Deputy Court Clerk IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file

Taylor's Political Associate Cothran Is Now Using What Taylor & Pacheco Did To Campaign Against Jenkins & Moore

from page 11

of a public employee - general counsel." That closed session ended without any announced official action.

Nevertheless, the *Sentinel* is reliably informed, Tafoya's official dismissal has been delayed only for a specific purpose that will not be announced. His resignation

is due within a fortnight, the *Sentinel* was told.

Three-fifths of the board - Angela Garcia, who replaced Crowther by appointment; Kelvin Moore, who replaced Clifford Young by appointment; Dan Jenkins, who replaced Taylor by appointment - were not in place at the time or

involved in any of the various quid pro quos involving Pacheco, Tafoya and Taylor. Both Jenkins and Moore, to remain in office are now vying for election in the November 8 contest. Jenkins, who represents the district's Division 2, is being challenged by Moore, is being challenged by Carolina Verduzco and Darren Luter. Moore is in a race against Ken Boshart. The two incumbents have been assailed by an independent expendi-

ture committee headed by Phil Cothran Sr, a Fontana resident who is currently chairman of the Republican Central Committee. Cothran was previously a supporter of Taylor and Crowther. The attacks Cothran Sr. has formulated against Jenkins and Moore suggest that they are responsible for the district's association, with Pacheco, a demonstrable falsehood, which is galling both Jenkins and Moore. Already dismayed

at the manner in which the district is being bad-mouthed because of the episode involving Pacheco, Jenkins and Moore are resentful of the disingenuous effort to hurt them politically by tying them to Pacheco. Given Tafoya's connection to Pacheco as documented by the FBI's investigations that precipitated the Pacheco and Chavez prosecutions, they and the remainder of the board are determined to see the district

severe its connection to Tafoya.

Neither Tafoya nor Werksman could be reached for comment.

Davis Knew The Decay and Corruption Of Fontana

from page 3

to use their authority, power and the faith others have put in them to garner wealth and more power and more influence.

Those Who Have Their Fortunes Riding Upon The Supervisors' Decision-Making Process, More Than Ready To Support The Campaign To Keep Them Wealthy

from page 3

ing, such that the supervisors have continued to be provided with their \$270,000-to-\$280,000 annual compensations. San Bernardino County Superior Court Judge Donald Alvarez ruled that the measure's one-term limit is a violation of the U.S. Constitution. Furthermore, Alvarez found, Measure K is not severable, meaning that it could not be applied in part but had to be enforced in all of its aspects or not at all. Thus, Judge Alvarez said, the measure in its entirety must be struck down.

The Red Brennan Group, through its attorney, Aaron Burden, appealed Judge Alvarez's finding to the Fourth District Court of Appeal in Riverside. On July 12, 2022, the Fourth District Court of Appeal released a tentative decision stating that Judge Alvarez erred in striking down Measure K and that the passage of Measure K by initiative had to be certified and put into effect.

Faced again with the prospect of seeing their pay reduced, the supervisors in July voted 5-to-0 to put another measure on the November 2022 ballot, since designated as Measure D, which

will, if passed, undo all of the provisions of Measure K.

As presented, Measure D would adjust the county charter so that the supervisors would receive a base annual salary equal to 80 percent of the annual salary of the judges serving on the San Bernardino Superior Court along with benefits provided to the county's department heads. With the three percent annual cost-of-living increases that are applied to the salaries of county administrators and management, this would zoom the supervisors salaries to somewhere in the neighborhood of \$290,000 per year. Judges in San Bernardino County currently receive \$225,074 in base salary. As such, this would translate into the supervisors being provided with an annual salary of \$180,059.20. The county's department heads are provided with benefits ranging from \$51,381.92 at the bottom and \$82,380.25 at the top with an average of \$66,560.02. The supervisors are provided with add-ons and perquisites ranging from \$17,000.10 to \$25,340.12 on a yearly basis with an average of \$19,644.10. Thus, the measure the supervisors are proposing would, if passed, provide them with an average annual compensation of \$266,263.32 as of this year, \$274,251.22 as of next year and \$282,478.75 by 2024, which would be subject to a 3 percent cost of living increase yearly thereafter with regard to their benefits and add-on pay and any raises provided

to the county's judges.

The supervisors included in Measure D a selling point they hoped will convince the voters they should support it. The measure, if passed, will require that if the board of supervisors is to put on any future ballot a proposal to increase taxes, it must do so by a four-fifths vote. As it now stands, the board of supervisors maintains it can call for a tax approval vote of the county's residents with a vote by three of its members.

In this way, the supervisors and other supporters of Measure D refer to it as a win-win for the county and its residents, setting a three-term limit for supervisors and giving taxpayers the protection of requiring a four-fifths vote by supervisors to approve tax hikes before they can be put on the ballot.

According to others seeking government reform, however, the supervisors and Measure D's supporters are engaging in doubletalk. According to the Howard Jarvis Taxpayers Association, "Measure D does not actually contain the taxpayer protections for which it attempts to claim credit. Thanks to Propositions 13 and 218, the people already have the right to vote on taxes, and Measure D's requirement for a 'four-fifths' vote of the board of supervisors to place taxes on the ballot is misleading. Under current law - Government Code 53724 [Prop. 62] - general taxes already require a two-thirds vote of the supervisors, and two-thirds of five is the same four-vote require-

ment. Measure D would change only the vote requirement for board approval of special-purpose taxes, increasing it from three votes to four."

Further, according to the Howard Jarvis Taxpayers Association, "Measure D deceptively promises to give San Bernardino taxpayers rights they already have while taking away something voters approved by a two-thirds majority only a couple of years ago."

A number of individuals, entities, corporations and unions have swooped in to support the board of supervisors and the Good Government San Bernardino, Yes on D campaign committee in the effort to support Measure D, consisting of mailers, radio and television spots, oninternet pop-ups, newspaper ads, campaign signs, phone banks and fliers touting the initiative.

Good Government San Bernardino, Yes on D has received \$12,500 from trash service provider Athens Services, which holds the county franchise for managing landfills; \$20,000 from the Building Industry Association of Southern California; \$5,000 from trash hauler Burrtec Waste Industries; \$4,900 from Assemblyman Chad Mayes electioneering fund; \$10,000 from developer Nachattar Chandi; \$2,000 from Fontana Mayor Acquannetta Warren's electioneering fund; \$5,000 from the Galaxy Investors Partners Fund; \$4,900 from Supervisor Curt Hagman's electioneering fund; \$25,000 from

HIP So-Cal Properties Llc; \$25,000 from developer Jeff Burum; \$5,000 from former Supervisor Josie Gonzales's electioneering fund; \$7,500 from Ontario-based Loboso Ventures, Inc.; \$4,900 from Supervisor Paul Cook's electioneering fund; \$20,000 from Prime Healthcare Services; \$5,000 from attorney Robert Wheatley; \$2,000 from obstetrician Jason Roloff; \$10,000 from the Burlington Northern Santa Fe Railway Company; \$5,000 from the San Bernardino County Public Attorneys Association, the union representing the county's deputy district attorneys and deputy public defenders; \$5,000 from Colton-based Medical Personnel Management Corporation; \$20,000 from the Service Employees International Union Local 721, which represents some county employees; \$20,000 from the California Association of Realtors Issues Mobilization; \$25,000 from the San Manuel Band of Mission Indians; \$25,000 from Henderson, Nevada-based Equinox Gold Corporation Castle Mountain Venture; \$5,000 from Chandi Enterprises; \$25,000 from the International Brotherhood of Teamsters, which represents some county employees; \$15,000 from Laborers Pacific SW Regional Organizing Coalitions Issue Political Action Committee; \$1,500 from HOC Construction Inc; \$150,000 from the San Bernardino County Sheriff's Employees Benefit Association; \$49,000 from Majestic Realty Com-

pany; \$50,000 from the California Teamsters Public Affairs Council; \$25,000 from Las Vegas-based MP Materials; \$25,000 from the Sheriff's Employees Benefit Association Political Action Committee Teamsters Local 1932; \$30,000 from the California Association Realtors Issues Mobilization; \$5,000 from The Crossings at Redlands LLC; \$5,000 from David Wiener; \$10,000 from Thomas Buttgenbach; \$4,900 from Supervisor Dawn Rowe's electioneering fund; \$2,500 from MGR Property Management; \$5,000 from Symbiosis Symons Emergency Specialties Inc.; \$20,000 from Cadiz, Inc.; \$1,000 from Rancho Cucamonga City Councilman Ryan Hutchison; \$2,500 from former San Bernardino County Chief Executive Officer Greg Devereaux; \$45,000 from Paul Herrera; \$49,900 from FH II Homebuilders Inc,

Of the \$829,000 provided to Yes on D Committee through yesterday, \$305,000 came from unions; \$152,500 came from real estate interests; \$90,000 came from developers; \$71,000 came from building owners; \$70,000 came from entities with an interest in natural resources, \$27,800 came from politicians; \$27,500 came from waste haulers; \$35,000 came from healthcare providers; \$5,000 came from lawyers; \$5,000 came from investment companies; \$30,000 came from the gambling industry and \$10,000 came from the transportation industry.

After The Lawyers Have Used The California Voting Rights Act To Profit & Have Walked Away, Minority Candidates Fight Each Other To The Death For The Elective Table Scraps *from page*

into the mayor's position in 2018, from which perch he initially assembled a ruling coalition of ward-elected councilors, only to see that coalition fall apart when actions he took in his capacity as the city's political boss were engulfed in scandal. Valdivia was rejected by the city's voters in the June 7 primary election, finishing in third place, which precluded him from seeking reelection in next Tuesday's weeks general election. Despite the consideration that Barstow, Chino Hills, Chino and Redlands historically had fielded or at that point included Hispanic members on their city councils and that Upland, Rancho Cucamonga and Fontana historically or at that point had both Latino and African-American members of their city councils, all of those cities and all of those towns complied with the demands for shifts to ward systems. In doing so, those municipalities paid the lawyers that pressed the issue the \$30,000-to-\$45,000 they were eligible to collect under the California Voters Rights Act and which those attorneys sought for forcing those cities and towns into accepting district/ward voting. Perhaps the most egregious of the cases in which a city had organically elected protected minority members to its council while using an at-large elective process but was still forced to embrace ward system voting involved the City of Victorville, which in the thirty years between 1991 and 2021, had 20 council members, eight of whom – Felix Diaz, Rudy Cabriales, Angela Valles, Gloria Garcia, Eric Negrete, Blanca Gomez, Rita Ramirez and Elizabeth Becerra – were Latino or Latina and two of whom – Jim Busby and Leslie Irving – were African American. Earlier this year, Rafferty, alleging that Victorville

had been plagued with racially/ethnically-polarized voting, demanded that the city transition to district elections. Despite Victorville City Attorney Andre deBortnowsky's insistence that the city had not engaged in racially/ethnically polarized voting, he nevertheless recommended that the city knuckle under and accede to moving to ward system voting as Rafferty was proposing, since even were the city to roll the dice and prevail in resisting the changeover, it would not be able to recoup the legal costs of engaging in that defense, given the terms of the California Voting Rights Act. Moreover, if Rafferty was able to prevail in convincing the court that the city should create voting districts and carry out its city council elections in that fashion, the city would be on the hook for hundreds of thousands of dollars in legal billings made by Rafferty. Thus, Victorville will hold its first by-ward election next week.

A basic criticism of the California Voting Rights Act is that it focuses on race as being a primary factor in the electoral process, which in itself is unconstitutional, and that granting certain minorities "protected" status under the Act violates the Equal Protection Clause of the 14th Amendment, since whites are not included in the Act's provisions, even in circumstances where within certain jurisdictions they constitute a numerical minority.

Chino Hills represents what for many is an unexpected or unintended consequence of the Act growing out of a conflict between the protected minorities outlined in the Act as eligible for special status.

In this year's race, Ray Marquez, a member of the city council since 2013, is being challenged by Eddie Wong, Jason

Zhang and Wai-Min Liu.

Marquez was a member of the Chino Hills Planning Commission since shortly after its 1991 incorporation, from 1992 until 1994, a Parks and Recreation Commissioner from 1994 to 2006 and an elected board member with the Chino Valley Independent Fire District from 2006 until he resigned that post upon being elected to the city council. As an elected Hispanic officeholder before the city was forced by outside elements into by-district elections, Marquez represents, along with other previously elected Latinos and Latinas such as former Councilwoman Rosanna Mitchell-Arrieta, an argument against the necessity of going to district elections to enfranchise minority voters. The situation is further complicated by the consideration that Chino Hills is the San Bernardino County community with the highest concentration of Asian/Asian American residents, with some 37 percent of its 85,801 residents so identified. By comparison, 43 percent of those living in the city are Caucasian. Within that 43 percent are those who also identify as Hispanic. That subset is equal to 29 percent of the population overall. Another 3.81 percent are African American, 7.35 percent are two or more races, 0.67 percent are Native American 0.05 percent are Native Hawaiian or Pacific Islander and 7.79 percent were referred to as "other race" or undefined.

No Asians have been elected to the Chino Hills City Council, despite what has been historically a significant number of Asian voters within the city. Of note is that at present, within District 1, 52 percent of the residents are Asian/Asian American.

In this way, the application of the California Voting Rights Act to divide Chino Hills into voting districts has had the practical effect of placing the most successful protected minority politician in that city's history into a district

in which, statistically in terms of voter racial identification, he is at an electoral disadvantage. Put another way, the division of Chino Hills into districts has created a political enmity between a historically successful Latino officeholder and any likely Asian candidates, as in this year's case, represented by Zhang, Wong and Liu.

Based on the state legislature's stated goal in passing the California Voting Rights Acts of increasing minority representation in positions of federal, state and local governmental authority, constraining three ambitious Asian candidates into a race for office against an incumbent Latino would appear to run counter to the intent of the Act. This paradox is extended when it is considered that the justification for the passage of the Act was to "prevent the diluting of minority votes" and that in the extant case of the District 1 race in Chino Hills, three Asians are in the contest against a single incumbent Hispanic, which is creating a circumstance in which the Asian vote is being divided, greatly reducing the prospect that an Asian will get elected, at least in this election cycle.

Therefore, the District 1 race in Chino Hills, just as the Ward 2 race in San Bernardino in June, the current mayoral race in Fontana, the District 2 race in Barstow; the mayoral race in Adelanto; the District 1 council race in Rancho Cucamonga; and the Division 2 race in the West Valley Water District, constitutes a practical conflict growing out of the California Voter Rights Act's declared intent of promoting minority representation within the ranks of elected governmental decision-makers, as it is pitting against one another those communities' protected minority candidates, such that they are competing against each other rather than against the white incumbents whose historical monopoly on power inspired the passage of the California Voting Rights Act.

Some cynical observers have remarked that the Act advanced the interests of the opportunistic lawyers who have used its provisions to enrich themselves by inducing cities to adopt district voting systems that have had only marginal or questionable success in empowering minorities politically.

Marquez is a retired firefighter with 28 years' experience on the Santa Fe Springs Fire Department. While serving on the Chino Valley Fire District Board, Marquez in 2013 outpolled Rosanna Mitchell-Arrieta, Debra Hernandez and Jesse Singh in a specially-called race to replace Councilman Wilburn "Bill" Kruger following his resignation. In 2014, Marquez again outdistanced Mitchell-Arrieta and Hernandez, as well as Lou Alfonso in the November municipal election.

Wong is a real estate salesman, based in Chino Hills.

Zhang says he stands for radical truthfulness, radical transparency and radical integrity in his run for the city council.

Wai-Min Liu emigrated to the United States with his parents in 1963. He attended San Fernando State College, studying engineering and has since specialized both academically and professionally in optics and laser optics. He taught at Pasadena City College in the physics department from 1972 until 2020.

Now retired, Liu had two companies, one which specialized in laser optics and the other which handled property management.

According to Liu, "City governments must reflect the diversity of our residents in order to achieve true representation. My 1st District is 52 percent Asian American, but there are no members of the council with a similar background. Overall, the city council does not reflect the main diversity groups in the constituency. This has to change." Liu said, "I believe in democracy. I founded the Chinese American Association of Chino Hills

to build positive relationships in our city."

While Liu is grateful for the opportunity for achievement he found in the United States, he says that Asian Americans are not always treated with fairness and respect. He believes he may prove to be the candidate that breaks the race barrier in Chino Hills, and that he will be the first of a long line of Asian Americans who will achieve meaningful political status in the city.

Liu is no stranger to controversy and has been accused of desecrating local oak trees, which are an indigenous feature of the rolling hills landscape of Southeast San Bernardino County and are depicted on the Chino Hills city logo.

In July 2020, Liu and three of his neighbors who live near or within the 1500 block of Rancho Hills Drive in the vicinity of Sunset Park – Edilyn Ancheta Ori-el, Uday Dinesh Parikh and Romeo Lagmay Ori-el – were cited and then charged with misdemeanors for destroying nine coast live oak trees and doing extensive damage to 17 others along with 23 Toyon bushes between May 3 and May 9 on the Ridgeview Loop trail behind homes. The Oak trees, considered to be priceless by some, were said to value \$18,630 in the report provided to the district attorney's office by the city. The four were charged with violations of Penal Code 384a(2) – the illegal removal of plant material from public lands.

The case dragged on against the quarter for more than two year. In September, Liu entered a plea on the charge by which he was given, according to the court, a "disposition of diversion," which is required to provide restitution, engage in a community service and education-based program, and remain on probation until 2023.

Criminal charges are still pending against Ori-el, Parikh and Ori-el.